

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

## CONTRACT



**Vendor ID 0000041408**  
**Vermont Correctional Industries/Vermont**  
**103 South Main Street**  
**Waterbury VT 05671-1001**  
**USA**

<b>Contract ID</b> 0000000000000000000017934		<b>Page</b> 1 of 3
<b>Contract Dates</b> 10/01/2010 to 09/30/2012		<b>Origin</b> CPS
<b>Description:</b> CPS - VCI OFFICE & LOUNGE FURN		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> McIntyre, John	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 802/241-1472**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	2489	VCI FURNITURE COMPONENTS & ACCESSORIES ALL PRODUCTS AND PRICING PER CURRENT VERMONT OFFENDER WORK PROGRAM/VCI PRICE LIST.	EA	0.01000	0.00	0.00

SEE ATTACHED ASSOCIATED DOCUMENT - VCI FURNITURE PRICE LIST FROM 10-24/2008

### CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE AGENCY OF ADMINISTRATION MEMO FOR PURCHASES FROM VCI AND THE LATEST VCI PRICE LIST.

#### PERFORMANCE MEASURES:

1. THE CONTRACTOR MUST DELIVER FURNITURE OF THE HIGHEST QUALITY IN FIT AND FINISH, AT A LEVEL EQUAL TO OR SUPERIOR TO COMMERCIALLY AVAILABLE PRODUCTS. THE CONTRACTOR MUST MANUFACTURE THEIR FURNITURE WITH HIGH QUALITY, ENVIRONMENTALLY ACCEPTABLE SUPPLIES AND SUSTAINABLE RAW MATERIALS.
2. THE CONTRACTOR MUST PROVIDE FURNITURE INSTALLATION AND ASSEMBLY [WHEN REQUIRED BY THE CUSTOMER]. THE CONTRACTOR WILL PERFORM THIS SERVICE IN A TIMELY AND WORKMAN LIKE MANNER TO A STANDARD EQUAL TO OR SUPERIOR TO COMMERCIALLY AVAILABLE SERVICES. THE CUSTOMER WILL REPORT ANY NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS ONSITE INSTALLATION AND ASSEMBLY SERVICE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR. (NOTE EXCEPTION, IF THE GOODS FOR INSTALLATION REQUIRE MOUNTING OR ATTACHMENT TO A WALL, BY BGS POLICY VCI IS NOT ALLOWED TO PERFORM THE WORK AS VCI CAN'T BE LIABLE FOR PUTTING SCREWS THRU HIDDEN WIRES, PIPES, ETC. THE CUSTOMER IS RESPONSIBLE FOR INSURING THE AREA WHERE INSTALLATION WORK WILL BE PERFORMED IS FREE OF ANY MATERIALS THAT WOULD INTERFERE WITH INSTALLATION)
3. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE CONTRACT. A FAILURE TO COMPLETE THE QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.
4. ORDERING: THE CONTRACTOR MUST RESPOND TO CUSTOMERS REQUESTS FOR INFORMATION, PRICING, AND DELIVERY STATUS WITHIN 24 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE STATE WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT. CUSTOMERS WILL REPORT ANY CONTRACTOR NON-COMPLIANCE TO THIS REQUIREMENT TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.
5. DELIVERY: THE CONTRACTOR WILL MEET THEIR QUOTED DELIVER DATE TO THE CUSTOMER WITH AN ON TIME DELIVERY METRIC OF 95% ON TIME OR BETTER. CUSTOMERS WILL REPORT ANY NON-COMPLIANCE OF THE ON TIME DELIVERY MEASUREMENT TO THE STATE CONTRACT MANAGER. THE CONTRACTORS ON TIME DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR. (CUSTOMER OF VCI SHOULD UNDERSTAND THAT THE FURNITURE VCI MANUFACTURERS IS CUSTOM MADE AND DELIVERY LEAD TIMES RUN FROM 6 TO 8 WEEKS)

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 8, 2009 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 8, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE OF CONTRACT: TO SUPPLY FURNITURE MANUFACTURED BY THE VERMONT OFFENDERS WORK PROGRAM (VOWP) / VERMONT CORRECTIONS INDUSTRIES (VCI) TO VARIOUS STATE AGENCIES AND POLITICAL SUB-DIVISIONS.

CONTRACT PERIOD: OCTOBER 01, 2010 TO SEPTEMBER 30, 2012. THIS CONTRACT IS WRITTEN FOR A TWO YEAR PERIOD, WITH TWO ONE YEAR RENEWAL OPTIONS. BEFORE EXERCISING THE RENEWAL OPTION PURCHASING AND CONTRACTING WILL CONDUCT A MARKET BASKET SURVEY TO DETERMINE IF VCI'S PRICES ARE COMPETITIVE WITH COMMERCIAL ALTERNATIVES.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

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DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15  
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15  
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

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CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:  
[http://www.bgs.state.vt.us/forms/bgs\\_surveys/index.php?type=customer&action=customer](http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer)

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

JOHN MCINTYRE  
PURCHASING AGENT  
802-828-2210  
FAX 802-828-2222  
[john.mcintyre@state.vt.us](mailto:john.mcintyre@state.vt.us)

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_